

# UNDERWOODS

SOLICITORS

Quality without compromise

79 Marlowes • Hemel Hempstead • Hertfordshire • HP1 1LF • England  
PO Box 764 • Wellington 7654 • Western Cape • South Africa  
In association with van Wyk Fouchee Incorporated • Cape Town • South Africa

Name  
Address

Date

☎ Direct Dial -

Dear

Thank you for instructing Underwoods Solicitors. This letter sets out how we will deal with your matter. Attached to this letter are:

1. Rule 2 of the Solicitors' Code of Conduct 2007.
2. Underwoods Solicitors latest lawyer performance audit.
3. A schedule setting out our agreement on costs in this matter.
4. A schedule setting out our plan of next steps.

## Who will deal with your case?

I will. I am a solicitor dealing with this type of work. My work is supervised by [insert Partner name]. Others may assist me, which may include other solicitors or trainee solicitors but you will be advised by them at the relevant time. If I am not available any member of staff will be happy to take a message. You can find details of all our staff on our website at [www.underwoods-solicitors.co.uk](http://www.underwoods-solicitors.co.uk). Our telephone lines are staffed 24 hours a day, 7 days a week.

A Client's Guide to the UK Legal Profession 2008 ([www.chambersandpartners.com](http://www.chambersandpartners.com)) says that Underwoods Solicitors:

“provides a superlative service and with its unparalleled standards of client care Underwoods' glowing reputation is fully deserved”

and that

“it is one of the very best firms ....”

☎ 01442 430900 (England)

email [info@underwoods-solicitors.co.uk](mailto:info@underwoods-solicitors.co.uk) [www.underwoods-solicitors.co.uk](http://www.underwoods-solicitors.co.uk)

Partners: Kerry Underwood Robert Males John Bartholomew  
Consultant: His Honour Michael Cook

Regulated by the Solicitors Regulation Authority



INVESTOR IN PEOPLE

The Legal 500 says of the firm:

“.....a highly respected practice .... first-class legal expertise and a belief in close personal relationships with clients, as well as an understanding of their concerns. It does not compromise on standards”.

Files are audited regularly and each lawyer’s performance is published on our website – [www.underwoods-solicitors.com](http://www.underwoods-solicitors.com).

### **Our four core promises:**

- We will see you within 5 minutes of your appointment time or your arrival in the office, whichever is later.
- We will write to you each calendar month to tell you how your case is progressing.
- If you telephone us before 4.00pm we will return your call within 4 hours.
- We will answer letters received from you the same day. Any fax or email received from you by 4.00pm will be answered the same day.

**We will pay you £50 each time we do not keep any of these four core promises.**

### **Your responsibilities**

You must co-operate with us in order for us to deal with your matter. That involves giving us clear instructions when we ask you and not giving us false or misleading information.

You must keep to any arrangements we have about paying for our services. You must not ask us to act in any way that would breach our professional rules.

### **Our responsibilities**

We must act in your best interest at all times. We must comply with our professional code – the Solicitors’ Code of Conduct 2007 the main principles of which are:

1. to uphold the rule of law and proper administration of justice;
2. to act with integrity;
3. not to allow our independence to be compromised;
4. to act in the best interest of each client;
5. to provide a good standard of service;
6. not to behave in a way that is likely to diminish the trust the public places in us or our profession.

The full code is available at [www.sra.org.uk](http://www.sra.org.uk).

### **Complaints Procedure**

Underwoods Solicitors has unmatched standards which we are determined to maintain. If there is any aspect of our service with which you are unhappy, please contact Robert Males,

our complaints handling partner. Any complaint will be fully investigated free of charge. Full details of our complaints procedure are available upon request.

### **Costs and funding**

I have discussed with you the way in which the legal costs of your matter might be funded. These include (if applicable):

- hourly rate
- fixed fee
- legal expenses insurance
- after the event insurance
- trade union funding
- legal aid
- conditional fee agreement
- contingency fee agreement
- payment by another person

Details of the arrangements we have made are contained in a schedule to this letter.

I have also discussed with you (if applicable) the situation where you may be responsible for a third party's legal costs if your action is unsuccessful or if you withdraw from the case in certain circumstances. These costs of the third party may be covered by an existing insurance arrangement that you have or you may be able to purchase insurance to cover this potential liability.

### **Fixed Costs      - Our unique appeal procedure** **Contingency Fees**

If we are working for you in return for a fixed fee or under a contingency fee agreement then our fee is not directly related to the amount of work we do.

This creates a risk that a lawyer will under-settle the claim so as to avoid too much work and to get the fixed fee or contingency fee for less work than the matter needs.

We have strict rules within Underwoods Solicitors to avoid this happening and we will never settle a matter without your authority.

However, if you are unhappy about the terms of settlement in a case dealt with by payment of a fixed fee or a contingency fee then you may use our appeal procedure. This enables you to appeal to Iain Goldrein QC and we will pay his fees and abide by his decision. Thus if he decides that we under settled by £1,000 we will pay you that sum.

We trust that this will never happen but we regard it as important to have such a procedure in place. For more information about our appeal procedure please contact Robert Males at this office.

This is additional to and separate from all other rights of redress you may have and does not affect them.

## **Payment**

Our usual practice is to deliver a bill for costs and expenses incurred each month. You can pay by debit and credit cards as well as cheques and cash. Soon you will be able to pay over the internet to make things as easy as possible for you, and this will be our preferred method of payment.

We will keep you informed about costs as your matter progresses. Each calendar month, we will tell you how much the costs are. Please feel free to ask about costs at any time.

We will explain to you, and confirm in writing, any changed circumstances which will, or which are likely to, affect the amount of costs, the degree of risk involved, or the cost-benefit to you of continuing with the matter.

We will inform you in writing as soon as it appears that any costs estimate or any agreed upper limit on costs may or will be exceeded. If the matter is urgent we will speak to you about the increase in costs but may have to confirm the arrangements in writing later.

We will consider your eligibility for legal aid if a material change in your means comes to our attention.

## **Money Laundering**

Under the Money Laundering Regulations 2003 we must confirm the identity of all new clients. I have taken copies of the necessary documents from you already. Under new provisions which are likely to come into force soon we will have to update this information every six months.

Under the Regulations we must report any suspicions that we have regarding money laundering to the authorities. These regulations used to be restricted to the proceeds of drug trafficking and terrorist activity, but now relate to the proceeds of any crime whatsoever. There are severe penalties if we do not comply and it is highly unlikely that the need to make a report would ever apply to you, but you should be aware of our obligations.

For what it is worth the partners of this firm take the view that all of this is a complete waste of time and achieves none of the Government's objectives but while the law exists we must obey it.

## **Financial Services**

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are governed by the Solicitors' Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if

something goes wrong, is regulated by the Solicitors' Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

### **Termination**

In the unlikely event we can no longer act for you I will advise you accordingly providing full reasons for our decision. Please note we would be entitled to keep your papers and documents while there is money owing to us for our charges and expenses.

### **Limiting liability**

In certain circumstances and in certain cases we may wish to limit our legal liability to you but if we need to do so I will discuss and write to you separately about this.

### **What we will do next**

I have discussed with you the issues involved in your matter and the options available to you and we have discussed what you are hoping to achieve in relation to the work that you would like us to do for you. I have set out in a separate schedule a brief plan setting out what we will do and what we hope to achieve for you including an estimated time table. I have set out the next steps we intend to take to progress your matter including where you will need to help us achieve your goal. If there is anything in this document that you do not understand or do not agree with please contact me immediately so we can discuss and agree any variation.

I am required to conduct a cost-benefit analysis into your matter before proceeding. This means that I must weigh up the costs you are likely to incur against the likely benefits of proceeding with your matter.

My advice is that at this stage you should proceed. If for any reason circumstances change to affect this advice I will let you know in writing.

### **Other matters**

We may from time to time receive commission on work carried out or placed on your behalf. Any such commission over £20 belongs to you and will be paid to you unless we have agreed between us that any such sum may be kept by my firm – for example where you owe us money and we can offset the commission against sums due.

We will keep the file of papers (except for any of your papers which you ask to be returned to you) usually for six years after we close your file. This service is free of charge.

In terms of service provision we aim to be the best law firm in the world. If you are aware of any aspect of our service that is bettered by another law firm, please tell me, as there is always room for improvement.

To ensure that you have received, understood and agreed to the terms in this letter please sign, date and return a copy to me as soon as you can and please sign and return a copy of the schedule attached to this letter.

If you have any queries about this letter please telephone me.

With kind regards

Yours sincerely

[Name of lawyer]  
UNDERWOODS SOLICITORS

Signed: .....

Dated: .....